

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

RYAN THOMAS-EDDINS OLSEN,

Plaintiff,

-vs-

EQUIFAX INFORMATION SERVICES  
LLC; EXPERIAN INFORMATION  
SOLUTIONS, INC.; TRANS UNION  
LLC; and COLUMBIA DEBT  
RECOVERY, LLC d/b/a GENESIS  
CREDIT MANAGEMENT LLC,

Defendants.

Case No.

**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, RYAN THOMAS-EDDINS OLSEN (hereinafter “Plaintiff”), by and through his undersigned counsel, for his cause of action against Defendants, EQUIFAX INFORMATION SERVICES LLC (hereinafter “Equifax”); EXPERIAN INFORMATION SOLUTIONS, INC. (hereinafter “Experian”); TRANS UNION LLC (hereinafter “Trans Union”); and COLUMBIA DEBT RECOVERY, LLC D/B/A GENESIS CREDIT MANAGEMENT LLC (hereinafter “Genesis”) (hereinafter collectively “Defendants”), and in support thereof respectfully alleges violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.*

## **PRELIMINARY STATEMENT**

1. This is an action for actual damages, statutory damages, punitive damages, costs, and attorney's fees brought pursuant to the FCRA.

2. Today in America there are three major consumer reporting agencies, Equifax Information Services LLC (hereinafter "Equifax"), Trans Union LLC (hereinafter "Trans Union"), and Experian Information Solutions, Inc. (hereinafter "Experian") (hereinafter collectively "CRAs").

3. Consumer reporting agencies that create consumer reports, like the CRAs, are charged with using reasonable procedures designed to ensure the maximum possible accuracy of the information they report. It is not enough for them to simply parrot information they receive from entities, particularly where a consumer makes a dispute about information reported.

4. When a consumer like Plaintiff disputes information through the agencies, those disputes are transmitted to the party furnishing the information. The FCRA demands that each party separately conduct a reasonable investigation of the consumer's dispute and correct or delete information they learn to be inaccurate or cannot otherwise verify.

5. The Consumer Financial Protection Bureau has noted, "experience indicates that [Credit Reporting Agencies] lack incentives and under-invest in

accuracy”. Consumer Fin. Prot. Bureau, Supervisory Highlights Consumer Reporting Special Edition 21 (Issue 14, March 2, 2017).

### **JURISDICTION AND VENUE**

6. Jurisdiction for this Court is conferred by 28 U.S.C. § 1331, as this action involves violations of the FCRA.

7. Venue is proper for this Court pursuant to 28 U.S.C. § 1391(b)(2), as this is the judicial district in which a substantial part of the events or omissions giving rise to the claims occurred.

8. Venue is proper in this District as Equifax’s principal address is in this District; Defendants transact business within this District; and violations described in this Complaint occurred in this District.

9. Plaintiff is a natural person and resident of Sanpete County in the State of Utah. He is a “consumer” as defined by 15 U.S.C. § 1681a(c).

10. Equifax is a corporation headquartered at 1550 Peachtree Street, Northwest in Atlanta, Georgia 30309.

11. Equifax is a “consumer reporting agency,” as defined in 15 U.S.C. § 1681(f). Equifax is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

12. Equifax disburses such consumer reports to third parties under contract for monetary compensation.

13. Experian is a corporation with its principal place of business in the State of California and is authorized to do business in the State of Georgia through its registered agent, C T Corporation System, located at 289 S. Culver Street, Lawrenceville, Georgia 30046.

14. Experian is a “consumer reporting agency,” as defined in 15 U.S.C. § 1681(f). Experian is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

15. Experian disburses such consumer reports to third parties under contract for monetary compensation.

16. Trans Union is a corporation with its principal place of business in the State of Illinois and is authorized to do business in the State of Georgia through its registered agent, Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.

17. Trans Union is a “consumer reporting agency,” as defined in 15 U.S.C. § 1681(f). Trans Union is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

18. Trans Union disburses such consumer reports to third parties under contract for monetary compensation.

19. Genesis is a corporation with its principal place of business in the State of Washington and is authorized to do business in the State of Georgia through its registered agent, Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.

20. Genesis is a “furnisher of information” as that term is used in 15 U.S.C § 1681s-2.

21. Genesis furnished information about Plaintiff to the CRAs that was inaccurate.

### **FACTUAL ALLEGATIONS**

22. Plaintiff is alleged to owe a debt to Genesis, partial account number PRS0GS4159000439\*, as to a collection on behalf of original creditor Lakeside at La Frontera (hereinafter “Genesis Account”). Plaintiff does not have an account with original creditor, Lakeside at La Frontera, and never applied or gave permission to anyone to apply using his information for the Genesis Account.

23. Upon information and belief, Plaintiff is a victim of identity theft or a mixed file.

24. On or about June 21, 2024, Plaintiff received an alert regarding a collection account through his credit monitoring membership.

25. Shortly after becoming aware of the erroneous Genesis Account, Plaintiff contacted original creditor, Lakeside at La Frontera, and was advised the account was for an apartment located in Round Rock, Texas. Further, the representative for Lakeside at La Frontera stated someone tried to rent an apartment in November 2023.

26. Plaintiff has never lived in Texas, and currently lives in Utah in the home purchased by Plaintiff in December 2021.

27. Shortly thereafter, Plaintiff contacted Genesis who confirmed the collection account was due to someone attempting to rent an apartment in November 2023, and not paying the application fee. Plaintiff advised the Genesis Account was fraudulent, and in response, Genesis sent Plaintiff a fraud packet to complete.

28. On or about June 22, 2024, Plaintiff submitted a dispute online with Experian regarding the Genesis Account which did not belong to him.

29. On or about June 24, 2024, Plaintiff filed a police report with the Round Rock Police Department regarding the fraud and identity theft.

30. On or about June 24, 2024, Plaintiff submitted a dispute online with Trans Union regarding the Genesis Account which did not belong to him.

31. On or about June 26, 2024, Plaintiff filed a Federal Trade Commission (“FTC”) Identity Theft Report, report number 174312760. In this report, he

explained that he was a victim of identity theft and that the Genesis Account listed in his credit report did not belong to him.

32. On or about June 26, 2024, Plaintiff submitted a dispute online with Equifax regarding the Genesis Account which did not belong to him.

33. On or about July 1, 2024, Plaintiff received dispute results from Experian, but the results were not available online.

34. Shortly thereafter, Plaintiff submitted a second dispute online with Experian regarding the Genesis Account which did not belong to him.

35. On or about July 11, 2024, Plaintiff received dispute results from Equifax, but the results were not available online. However, upon review of his updated Equifax credit report, Plaintiff observed the Genesis Account continued to be reported with a comment which stated, “Account previously in dispute – now resolved by data furnisher”.

36. Equifax failed to do any independent investigation into Plaintiff’s disputes, but rather parroted information it received from the furnisher(s).

37. Equifax never attempted to contact Plaintiff during the alleged investigation.

38. Upon information and belief, Equifax notified Genesis of Plaintiff’s dispute. However, Genesis failed to conduct a reasonable investigation and merely

compared its own erroneous data to that provided by Equifax in connection with the dispute investigation.

39. On or about July 11, 2024, Plaintiff received dispute results from Trans Union which stated the Genesis Account was verified as accurate.

40. Trans Union failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher(s).

41. Trans Union never attempted to contact Plaintiff during the alleged investigation.

42. Upon information and belief, Trans Union notified Genesis of Plaintiff's dispute. However, Genesis failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Trans Union in connection with the dispute investigation.

43. On or about July 18, 2024, Plaintiff received dispute results from Experian which stated the Genesis Account was verified as accurate.

44. Experian failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher(s).

45. Experian never attempted to contact Plaintiff during the alleged investigation.

46. Upon information and belief, Experian notified Genesis of Plaintiff's dispute. However, Genesis failed to conduct a reasonable investigation and merely



compared its own erroneous data to that provided by Experian in connection with the dispute investigation.

47. On or about August 6, 2024, Plaintiff obtained copies of his credit reports from the CRAs. Upon review, Plaintiff observed personal identifying information, including names and addresses, which were incorrect and did not belong to him. Further, the Genesis Account continued to be reported with a status of collection and balance of \$405.

48. Due to the inaccurate reporting, on or about August 15, 2024, Plaintiff mailed a detailed dispute letter to the CRAs. In the letter, Plaintiff requested a copy of his credit report. Further, Plaintiff advised he was a victim of identity theft and that the Genesis Account did not belong to him. To confirm his identity, Plaintiff included images of his driver's license and 2023 W2 in the letter. Further, Plaintiff provided images of the erroneous reporting, images of his filed FTC Identity Theft Report, images of the police report filed with the Round Rock Police Department, and other supporting documents.

49. Plaintiff mailed his detailed dispute letter via USPS Certified Mail to Equifax (7021 2720 0001 2819 5933), Experian (7021 2720 0001 2819 5940), and Trans Union (7021 2720 0001 2819 5926).

50. On or about August 24, 2024, Plaintiff received dispute results from Equifax which stated the Genesis Account was verified as accurate.

51. Equifax failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher(s).

52. Equifax never attempted to contact Plaintiff during the alleged investigation.

53. Upon information and belief, Equifax notified Genesis of Plaintiff's dispute. However, Genesis failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Equifax in connection with the dispute investigation.

54. On or about August 24, 2024, Plaintiff received dispute results from Trans Union which stated the Genesis Account was verified as accurate.

55. Trans Union failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher(s).

56. Trans Union never attempted to contact Plaintiff during the alleged investigation.

57. Upon information and belief, Trans Union notified Genesis of Plaintiff's dispute. However, Genesis failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Trans Union in connection with the dispute investigation.

58. On or about September 10, 2024, Plaintiff received dispute results from Experian which stated the Genesis Account was verified as accurate and remains.

59. Experian failed to do any independent investigation into Plaintiff's disputes, but rather parroted information it received from the furnisher(s).

60. Experian never attempted to contact Plaintiff during the alleged investigation.

61. Upon information and belief, Experian notified Genesis of Plaintiff's dispute. However, Genesis failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Experian in connection with the dispute investigation.

62. Due to the continued inaccurate reporting, on or about September 17, 2024, Plaintiff submitted online a second detailed dispute letter to Equifax and Trans Union, and on or about September 18, 2024, Plaintiff mailed a second detailed dispute letter to Experian. In the letter, Plaintiff requested a copy of his credit report. Further, Plaintiff reiterated he was a victim of identity theft and that the Genesis Account did not belong to him. To confirm his identity, Plaintiff included images of his driver's license and 2023 W2 in the letter. Further, Plaintiff provided images of the erroneous reporting, images of his filed FTC Identity Theft Report, images of the police report filed with the Round Rock Police Department, and other supporting documents.

63. Plaintiff mailed his detailed dispute letter to Experian via USPS Certified Mail, tracking number 9407 1112 0620 5841 2554 98.

64. As of the filing of this Complaint, Plaintiff has not received any dispute results as to his second detailed dispute letter.

65. Despite Plaintiff's best efforts to have the erroneous reporting corrected, the CRAs continue to inaccurately report the erroneous Genesis Account in Plaintiff's credit file. Accordingly, Plaintiff's damages are ongoing as of the filing of this Complaint.

66. The CRAs have not conducted an actual investigation despite Plaintiff's pleas, and upon information and belief, simply continues to parrot off the back of the furnisher.

67. Plaintiff continues to suffer as of the filing of this Complaint with Defendants' reluctance to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

68. As a result of the inaccurate credit reporting, Plaintiff has suffered damages, including, but not limited to:

- i. Monies lost by attempting to fix his credit. Plaintiff has suffered actual damages in postage paid, wasted ink and paper, and wasted time;
- ii. Loss of time attempting to cure the errors;
- iii. Reduction in credit score;

- iv. Mental anguish, added stress, aggravation, embarrassment, sleepless nights, and other related impairments to the enjoyment of life; Plaintiff is being physically affected by Defendants' actions; and
- v. Apprehensiveness to apply for new credit due to the fear of rejection.

### **CAUSES OF ACTION**

#### **COUNT I**

#### **Violation of 15 U.S.C. § 1681e(b) as to Defendant, Equifax Information Services LLC (Negligent)**

69. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

70. Equifax violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

71. Equifax allowed for a furnisher to report inaccurate and erroneous account to Plaintiff's credit file.

72. Upon information and belief, Equifax does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

73. Equifax selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

74. Equifax chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

75. Equifax violated its own policies and procedures by not deleting an account when Plaintiff provided them with the police report filed with the Round Rock Police Department and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

76. As a result of this conduct, action, and inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

77. The conduct, action, and/or inaction of Equifax was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

78. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, EQUIFAX

INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT II**  
**Violation of 15 U.S.C. § 1681e(b) as to**  
**Defendant, Equifax Information Services LLC (Willful)**

79. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

80. Equifax violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

81. Equifax allowed for a furnisher to report inaccurate and erroneous account to Plaintiff's credit file.

82. Upon information and belief, Equifax does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

83. Equifax selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

84. Equifax chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

85. Equifax violated its own policies and procedures by not deleting an account when Plaintiff provided them with the police report filed with the Round Rock Police Department and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

86. As a result of this conduct, action, and inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

87. The conduct, action and/or inaction of Equifax was willful, rendering it liable for actual or statutory damages, and punitive damages, in an amount to be determined by the Court pursuant to 15 U.S.C. §1681n.

88. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the



legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT III**  
**Violations of 15 U.S.C. § 1681i as to**  
**Defendant, Equifax Information Services LLC (Negligent)**

89. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

90. After receiving Plaintiff's disputes, Equifax violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

91. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Equifax failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher(s).

92. Plaintiff provided Equifax with the information it needed to confirm that he was a victim of a mixed file or identity theft. Equifax ignored this information

and failed to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

93. As a direct result of this conduct, action and/or inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

94. The conduct, action, and/or inaction of Equifax was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

95. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT IV**  
**Violations of 15 U.S.C. § 1681i as to**  
**Defendant, Equifax Information Services LLC (Willful)**

96. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

97. After receiving Plaintiff's disputes, Equifax violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

98. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Equifax failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher(s).

99. Plaintiff provided Equifax with the information it needed to confirm that he was a victim of a mixed file or identity theft. Equifax ignored this information and failed to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

100. As a direct result of this conduct, action and/or inaction of Equifax, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

101. The conduct, action, and/or inaction of Equifax was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

102. Plaintiff is entitled to recover costs and attorney's fees from Equifax in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EQUIFAX INFORMATION SERVICES LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT V**  
**Violation of 15 U.S.C. § 1681e(b) as to**  
**Defendant, Experian Information Solutions, Inc. (Negligent)**

103. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

104. Experian violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

105. Experian allowed for a furnisher to report inaccurate and erroneous account information to Plaintiff's credit file.

106. Upon information and belief, Experian does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

107. Experian selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

108. Experian chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

109. Experian violated its own policies and procedures by not deleting an account when Plaintiff provided them with the police report filed with the Round Rock Police Department and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

110. As a result of this conduct, action, and inaction of Experian, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

111. The conduct, action, and/or inaction of Experian was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

112. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT VI**  
**Violation of 15 U.S.C. § 1681e(b) as to**  
**Defendant, Experian Information Solutions, Inc. (Willful)**

113. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

114. Experian violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

115. Experian allowed for a furnisher to report inaccurate and erroneous account information to Plaintiff's credit file.

116. Upon information and belief, Experian does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

117. Experian selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

118. Experian chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

119. Experian violated its own policies and procedures by not deleting an account when Plaintiff provided them with the police report filed with the Round Rock Police Department and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

120. As a result of this conduct, action, and inaction of Experian, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental

and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

121. The conduct, action, and/or inaction of Experian was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

122. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT VII**  
**Violation of 15 U.S.C. § 1681i as to**  
**Defendant, Experian Information Solutions, Inc. (Negligent)**

123. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

124. After receiving Plaintiff's disputes, Experian violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable



reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

125. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Experian failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher.

126. Plaintiff provided Experian with the information it needed to confirm that he was a victim of a mixed file or identity theft. Experian ignored this information and failed to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

127. As a direct result of this conduct, action and/or inaction of Experian, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

128. The conduct, action, and/or inaction of Experian was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

129. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT VIII**  
**Violation of 15 U.S.C. § 1681i as to**  
**Defendant, Experian Information Solutions, Inc. (Willful)**

130. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

131. After receiving Plaintiff's disputes, Experian violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit

file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

132. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Experian failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher.

133. Plaintiff provided Experian with the information it needed to confirm that he was a victim of a mixed file or identity theft. Experian ignored this information and failed to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

134. As a direct result of this conduct, action and/or inaction of Experian, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

135. The conduct, action, and/or inaction of Experian was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

136. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT IX**  
**Violation of 15 U.S.C. § 1681e(b) as to**  
**Defendant, Trans Union LLC (Negligent)**

137. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

138. Trans Union violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

139. Trans Union allowed for a furnisher to report inaccurate and erroneous account information to Plaintiff's credit file.

140. Upon information and belief, Trans Union does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

141. Trans Union selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

142. Trans Union chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

143. Trans Union violated its own policies and procedures by not deleting an account when Plaintiff provided them with the police report filed with the Round Rock Police Department and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

144. As a result of this conduct, action, and inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

145. The conduct, action, and/or inaction of Trans Union was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

146. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, TRANS UNION LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT X**  
**Violation of 15 U.S.C. § 1681e(b) as to**  
**Defendant, Trans Union LLC (Willful)**

147. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

148. Trans Union violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

149. Trans Union allowed for a furnisher to report inaccurate and erroneous account information to Plaintiff's credit file.

150. Upon information and belief, Trans Union does not allow its representatives to call consumers, like Plaintiff, during the dispute process or call witnesses with knowledge about the dispute.

151. Trans Union selects to just parrot the information provided by the Furnisher and to avoid conducting re-investigations.

152. Trans Union chooses the illegitimate parroting of information despite consumers (like Plaintiff) providing ample evidence.

153. Trans Union violated its own policies and procedures by not deleting an account when Plaintiff provided them with the police report filed with the Round Rock Police Department and the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

154. As a result of this conduct, action, and inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

155. The conduct, action, and/or inaction of Trans Union was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

156. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages

against Defendant, TRANS UNION LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT XI**  
**Violation of 15 U.S.C. § 1681i as to**  
**Defendant, Trans Union LLC (Negligent)**

157. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

158. After receiving Plaintiff's disputes, Trans Union violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

159. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Trans Union failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher.



160. Plaintiff provided Trans Union with the information it needed to confirm that he was a victim of a mixed file or identity theft. Trans Union ignored this information and failed to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

161. As a direct result of this conduct, action and/or inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

162. The conduct, action, and/or inaction of Trans Union was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

163. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, TRANS UNION LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT XII**  
**Violation of 15 U.S.C. § 1681i as to**  
**Defendant, Trans Union LLC (Willful)**

164. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

165. After receiving Plaintiff's disputes, Trans Union violated 15 U.S.C. § 1681i by: (i) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (ii) failing to conduct a lawful and reasonable reinvestigation into Plaintiff's disputes; (iii) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file; (iv) failing to review and consider all relevant information submitted by Plaintiff in the disputes; and (v) relying upon verification from a source it has to know is unreliable.

166. Despite the large amount of information and documentation produced by Plaintiff demonstrating the inaccurate reporting, Trans Union failed to conduct independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher.

167. Plaintiff provided Trans Union with the information it needed to confirm that he was a victim of a mixed file or identity theft. Trans Union ignored this information and failed to conduct a thorough investigation into his disputes or otherwise make his credit file accurate.

168. As a direct result of this conduct, action and/or inaction of Trans Union, Plaintiff suffered damage, including without limitation, loss of the ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit and the damages otherwise outlined in this Complaint.

169. The conduct, action, and/or inaction of Trans Union was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

170. Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, TRANS UNION LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**COUNT XIII**

**Violation of 15 U.S.C. § 1681 s-2(b) as to  
Defendant, Columbia Debt Recovery, LLC d/b/a  
Genesis Credit Management LLC (Negligent)**

171. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

172. Genesis furnished inaccurate account information to the CRAs and through the CRAs to all of Plaintiff's potential lenders.

173. After receiving Plaintiff's disputes, Genesis violated 15 U.S.C. § 1681s-2(b) by (i) failing to fully and properly investigate Plaintiff's dispute of the erroneous account; (ii) failing to review all relevant information regarding same; (iii) failing to accurately respond to the CRAs; and (iv) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

174. Plaintiff provided all the relevant information and documents necessary for Genesis to have identified that the account was erroneous.

175. Genesis did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to Genesis by Plaintiff in connection with his disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if it would attempt to plead ignorance, it had the evidence and information with

which to confirm and recognize that Plaintiff was a victim of a mixed file or identity theft.

176. Genesis violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to the CRAs after it had been notified that the information it was furnishing was inaccurate.

177. As a direct result of this conduct, action, and/or inaction of Genesis, Plaintiff suffered damages, including without limitation, loss of ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

178. The conduct, action, and inaction of Genesis was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 USC § 1681o.

179. Plaintiff is entitled to recover costs and attorney's fees from Genesis in an amount to be determined by the Court pursuant to 15 USC § 1681o.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual damages against Defendant, COLUMBIA DEBT RECOVERY, LLC D/B/A GENESIS CREDIT MANAGEMENT LLC; jointly and severally; award Plaintiff his attorneys' fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further

violations of these parts; and grant all such additional relief as the Court deems appropriate.

**COUNT XIV**

**Violation of 15 U.S.C. § 1681 s-2(b) as to  
Defendant, Columbia Debt Recovery, LLC d/b/a  
Genesis Credit Management LLC (Willful)**

180. Plaintiff re-alleges and incorporates paragraphs one (1) through sixty-eight (68) above as if fully stated herein.

181. Genesis furnished inaccurate account information to the CRAs and through the CRAs to all of Plaintiff's potential lenders.

182. After receiving Plaintiff's disputes, Genesis violated 15 U.S.C. § 1681s-2(b) by (i) failing to fully and properly investigate Plaintiff's dispute of the erroneous account; (ii) failing to review all relevant information regarding same; (iii) failing to accurately respond to the CRAs; and (iv) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

183. Plaintiff provided all the relevant information and documents necessary for Genesis to have identified that the account was erroneous.

184. Genesis did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to Genesis by Plaintiff in connection with his

disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of a mixed file or identity theft.

185. Genesis violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to the CRAs after it had been notified that the information it was furnishing was inaccurate.

186. As a direct result of this conduct, action, and/or inaction of Genesis, Plaintiff suffered damages, including without limitation, loss of ability to benefit from lower interest rates; loss of time; financial loss; reduction in credit score; and mental and emotional pain stemming from the anguish, humiliation, apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

187. The conduct, action, and inaction of Genesis was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 USC § 1681n.

188. Plaintiff is entitled to recover costs and attorney's fees from Genesis in an amount to be determined by the Court pursuant to 15 USC § 1681n.

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award actual or statutory damages and punitive damages

against Defendant, COLUMBIA DEBT RECOVERY, LLC D/B/A GENESIS CREDIT MANAGEMENT LLC; award Plaintiff his attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; enjoinder from further violations of these parts; and such other such relief the Court may deem just and proper.

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of all issues triable by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, RYAN THOMAS-EDDINS OLSEN, respectfully requests that this Court award judgment for actual, statutory, compensatory, and punitive damages against Defendants, EQUIFAX INFORMATION SERVICES LLC; EXPERIAN INFORMATION SOLUTIONS, INC.; TRANS UNION LLC; and COLUMBIA DEBT RECOVERY, LLC D/B/A GENESIS CREDIT MANAGEMENT LLC, jointly and severally; attorneys' fees and costs; prejudgment and post-judgment interest at the judgment rate; and such other relief the Court deems just and proper.

DATED this 20th day of September 2024.

Respectfully submitted,

/s/ Octavio Gomez

Octavio "Tav" Gomez, Esq.



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